

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 13		
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-B005		3. Effective Date 2004JUL01		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN SFAE-GCS-W-BCTP EDWARD OTTMAN (586)753-2147 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: OTTMANE@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701-4056 SCD A PAS NONE ADP PT HQ0339		Code S0513A		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) MEGGITT WESTERN DESIGN INC. 16952 MILLIKAN AVE IRVINE, CA. 92606-5045 TYPE BUSINESS: Large Business Performing in U.S. Code 59027 Facility Code			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 Code HQ0339				
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 42040000045R5R07P6436532512 S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Time-and-Materiels Labor-Hour	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
			KIND OF CONTRACT: Service Contracts Research and Development Contracts				
15G. Total Amount Of Contract					\$85,000.00		
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	10
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5		J	List of Attachments	
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	6		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	7		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	8		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	9				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer OTTMAN, EDWARD OTTMANE@TACOM.ARMY.MIL (586)574-2147			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2004JUL01	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	Page 2 of 13
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this Time and Materials contract is to acquire Engineering consulting services from Meggitt Western Design Incorporated, DBA as Western Design in support of the Project Manager, Stryker Brigade Combat Team, Mobile Gun System.

2. The contractor shall perform this order in accordance with the Scope of Work in Section C. Final report with analysis, comments and recommendations are due to the Government NLT 31 July 2004 in contractor format.

3. The period of performance is for 1 month from 1 July 2004 to 31 July 2004.

4. The order is awarded on a Time and Materials basis as follows;

<u>Labor</u>	<u>Rate</u>
Principal Consultant	\$350.00
Sr Consultant	\$250.00

The ceiling price for Labor is \$70,000.00

<u>Estimated Other Direct Costs</u>		
Travel	NTE	= \$10,000.00
ODC	NTE	= \$ 5,000.00

5. The ceiling price for this order is \$85,000.00. The ceiling price represents the maximum amount of Government liability to the Contractor for performance under this order.

6. The Contractor shall bill the Government for hours performed under this order at the hourly rate specified above. Travel costs shall be billed on a cost incurred basis. The number of hours is an estimate only. The actual number of hours performed may vary but shall not exceed total CLIN value of \$70,000.00.

7. PAYMENT
The Contractor shall submit an invoice for payment for work performed. The Contracting Officer's Technical Representative (COTR) will certify each voucher before payment will be made. The COTR for this contract will be:

Mr. Gary Gerlach
SFAE-GCS-BCT-E
6501 E. 11 Mile Rd
Warren, MI 48397

Email: gerlachg@tacom.army.mil
Phone: 586-753-2060
Fax: 586-753-2047

8. INVOICE INSTRUCTIONS:
The appropriate CLIN shall be specified when the billing document/invoice is submitted by the Contractor.

Additionally, the invoices must contain the following information:

Name of Contractor
Contract/Order No.
Number of hours expended, hourly rate, or Other Direct Costs
Period when effort was performed

9. Start of Work Meeting will take place at a mutually agreed upon date during the week of 5 July. All travel must be approved by the COTR prior to trip.

10. The COTR will be responsible for providing for or facilitating the delivery of required documentation per the SOW in Section C.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	Page 3 of 13
--------------------	---	--------------

Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<p><u>ENGINEERING LABOR</u></p> <p>CLIN CONTRACT TYPE: Labor-Hour NOUN: AMMO HANDLING SYSTEM (MGS) PRON: X142C013X1 PRON AMD: 01 ACRN: AA AMS CD: 643653C0300</p> <p>Principle Consultant \$350.00 Senior Consultant \$250.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-JUL-2004</p> <p>\$ 70,000.00</p>		HR		\$ 70,000.00
0001AB	<p><u>TRAVEL</u></p> <p>NOUN: AMMO HANDLING SYSTEM (MGS) PRON: X142C013X1 PRON AMD: 01 ACRN: AA AMS CD: 643653C0300</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-JUL-2004</p> <p>\$ 10,000.00</p>				\$ 10,000.00
0001AC	<u>OTHER DIRECT COSTS</u>				\$ 5,000.00

Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<div>CLIN CONTRACT TYPE: Time-and-Materiels NOUN: AMMO HANDLING SYSTEM (MGS) PRON: X142C013X1 PRON AMD: 01 ACRN: AA AMS CD: 643653C0300 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>04-JUL-2004</td></tr></table> \$ 5,000.00</div>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	04-JUL-2004				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	04-JUL-2004									

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 13
	PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Statement of Work
For
Mobile Gun System Ammunition Handling System Anomalies

Summary

The Mobile Gun System (MGS) vehicle has experienced several anomalies with its ammunition handling system (AHS) that has greatly affected vehicle reliability. These include failures to load, failures to transfer, and failures to fire. It is the Governments desire to elicit expert assistance in the identification of its existing AHS design limitations and suggestions that may improve AHS design reliability. This assistance will be provided in the following fashion:

The contractor shall review data that will be provided by the Government. If additional data regarding the design should be needed, the Government will make all reasonable efforts to make this data available. Along with reviewing the data provided by the Government, the contractor is required to physically witness the AHS component operation at the Governments Aberdeen Testing Center, Aberdeen, MD. This hands on experience will include a thorough AHS presentation and review, to be provided, by MGS Test Director. After review of the data and hands on experience, the contractor shall provide opinion(s) as to the cause of AHS reliability limitations and an opinion on the adequacy of the current AHS design. The contractor shall then provide guidance as to any design changes that would possibly remedy the system limitations.

Contract Deliverables

The contractor will attend a Start of Work meeting at either TACOM upon contract award, or at Aberdeen Proving Grounds where the Government would provide both paper documentation as well as the hands on experience. Target Start of Work Meeting will take place immediately after contract award.

The contractor will provide an exit report with their findings and recommendations.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 13
	PIIN/SIIN W56HZV-04-C-B005	MOD/AMD	

Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-6	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR	JAN/1986

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 13
	PIIN/SIIN W56HZV-04-C-B005	MOD/AMD	
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.			

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-29	F.O.B. ORIGIN	JUN/1988

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG		JOB		ACCOUNTING		OBLIGATED
	AMS	CD/	ACRN	STAT	ACCOUNTING CLASSIFICATION	ORDER	STATION		
ITEM	MIPR					NUMBER			AMOUNT
0001AA	X142C013X1	AA	2	21	42040000045R5R07P6436532512	4GXC13	W56HZV	\$	70,000.00
	643653C0300								
	A14C03513RX1								
0001AB	X142C013X1	AA	2	21	42040000045R5R07P6436532512	4GXC13	W56HZV	\$	10,000.00
	643653C0300								
	A14C03513RX1								
0001AC	X142C013X1	AA	2	21	42040000045R5R07P6436532512	4GXC13	W56HZV	\$	5,000.00
	643653C0300								
	A14C03513RX1								
TOTAL								\$	85,000.00

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING	OBLIGATED
NAME			STATION	AMOUNT
Army	AA	21 42040000045R5R07P6436532512 S20113	W56HZV	\$ 85,000.00
TOTAL				\$ 85,000.00

Regulatory Cite	Title	Date
G-1	252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 13
	PIIN/SIIN W56HZV-04-C-B005	MOD/AMD	
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-3	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/			
(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)			
(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:			
Warren: http://contracting.tacom.army.mil/awards_official.htm			
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm			
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm			
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards			
Anniston Army Depot: http://www.anadprocnet.army.mil			
(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.			
(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".			
(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.			
(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:			
(1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access			
(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM			
(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).			
(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil , to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.			
NOTE: The above formats may be submitted in compressed form using self-extracting files.			
(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.			
[End of Clause]			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	Page 10 of 13
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.		

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-5	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-6	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-7	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-8	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-9	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-10	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-11	52.222-3	CONVICT LABOR	JUN/2003
I-12	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-13	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-14	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-15	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-16	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-17	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-18	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-19	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-20	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-21	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-22	52.232-1	PAYMENTS	APR/1984
I-23	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	MAR/2000
I-24	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-25	52.232-11	EXTRAS	APR/1984
I-26	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-27	52.232-25	PROMPT PAYMENT	OCT/2003
I-28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-29	52.233-1	DISPUTES	JUL/2002
I-30	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-31	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-32	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-33	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-34	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-35	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-36	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-37	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-38	52.249-14	EXCUSABLE DELAYS	APR/1984
I-39	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-40	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-41	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-42	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-43	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-44	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-45	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	Page 11 of 13
---------------------------	--	----------------------

Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-46 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-47 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-48 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	Page 12 of 13
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.		

http://farsite.hill.af.mil/

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

I-49 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-B005 MOD/AMD	Page 13 of 13
Name of Offeror or Contractor: MEGGITT WESTERN DESIGN INC.		

technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-50 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
(TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

I-51 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]